

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

KING SPIDER LLC,

*Plaintiff*

v.

884886 CH STORE, 8888888888888888 STORE, 9.9  
DROP SHIPPING STORE, ALICEJULY STORE,  
ARMYCAL STORE, AT666 STORE, AYRBAO  
DROP SHIP STORE, BABYOUNG CLOTHING 2ND  
STORE, BABYOUNG CLOTHING 3TH STORE,  
BANG FOR BUCK STORE, BAOLIWEN STORE,  
BOBO HANDSOME STORE, BUYBUYBUY  
STORE, CARL-1 DANIELS STORE, CHATGPT  
BEST STORE, DA FELLA STORE, DESERT  
SPRING, DONGGUAN QICHENG GARMENT CO.,  
LTD., DONGGUAN SHIAN TECHNOLOGY CO.,  
LTD., DOREMIXX STORE, ESSENTIALS  
DROPSHIPPING STORE, FAR FOREVER STORE,  
FASHION YOUNG PEOPLE STORE,  
FASHIONBESTBUY STORE, FFOG STORE,  
FOSHAN CHANCHENG YOUKU SHOE FIRM,  
FOSHAN PEANUT XISHI TRADING CO., LTD.,  
GLFS STORE, GOOD DAY0205 STORE,  
GUANGZHOU YUHAOTONG TRADING CO.,  
LTD., HIGH QUALITY FLAGSHIP FACTORY  
STORE, HIP FRIEND STORE, KEEP GOVING  
STORE, LDCLFY180212 STORE, LISA DISCOUNT  
STORE STORE, LUXURY FASHION DESIGNER  
STORE, MPSTUIDOS STORE, MR-WARDROBE  
STORE, OT MEN STORE, OVERSIZED  
STREETWEAR STORE, PANG-1983 STORE,  
PREMIUM CUSTOM LUXURY STORE,  
QUANZHOU BEST SUPPLY CHAIN  
MANAGEMENT CO., LTD., SHARE 819 STORE,  
SHINE-SUN STORE, SHOP1102089593 STORE,  
SHOP1102193611 STORE, SHOP1102194552  
STORE, SHOP1102269349 STORE,  
SHOP1102438390 STORE, SHOP1102651876  
STORE, SHOP1102659824 STORE,  
SHOP1102685068 STORE, SHOP1102709057  
STORE, SHOP1102723100 STORE, SHOP4411017

**CIVIL CASE NO.  
23-cv-3472 (JMF)**

**[PROPOSED]  
FINAL DEFAULT JUDGMENT  
AND PERMANENT  
INJUNCTION ORDER**

STORE, SHUJIE XU STORE, STREETWEAR-SUP  
 STORE, TEACHER911 STORE, WELL DONE  
 CLOTHING STORE, WORLD HOODIES FACTORY  
 STORE, XXDAI STORE, YSM171004 STORE,  
 YUNYUN HIGH-QUALITY CLOTHING STORE,  
 YYDS STORE STORE, ZHUO YUE FASHION  
 STORE, AFTER 17 STORE, ALIBABA.COM HONG  
 KONG LTD., ALIBABA.COM SINGAPORE E-  
 COMMERCE PTE. LTD., ALIEXPRESS E-  
 COMMERCE ONE PTE. LTD., ALL TOO WELL  
 STORE, BELIEFS STORE, DONGGUAN RAMAX  
 FASHION CO., LTD., DONGGUAN XINGMAI  
 APPAREL CO., LTD., DONGGUAN XINYI  
 CLOTHING CO., LTD., DONGGUAN YIJIA  
 CLOTHING CO., LTD., GODDESS OF LUCK  
 STORE, GUANGXI YULIN BISEN FOREIGN  
 TRADE SERVICE CO., LTD., GUANGXI YULIN  
 HUIWANGXIN FOREIGN TRADE SERVICE CO.,  
 LTD., GUANGZHOU BAUYUE GARMENT CO.,  
 LTD., GUANGZHOU BOXU TRADING CO., LTD.,  
 GUANGZHOU FANSHENG TRADE CO., LTD.,  
 GUANGZHOU HEALY APPAREL CO., LTD.,  
 GUANGZHOU JIEZHAN TRADING CO., LIMITED,  
 GUANGZHOU LUOSI INTERNATIONAL  
 TRADING CO., LTD., GUANGZHOU YIQI  
 INFORMATION TECHNOLOGY CO., LTD, HUBEI  
 HUI LI APPAREL CO., LTD., JIANGSU KEYING  
 TECHNOLOGY CO., LTD., JIANGXI YI LINGZHI  
 CLOTHING CO., LTD., JIANGXI YILILE IMP.&  
 EXP. CO., LTD., JINJIANG CHENGWEN SUPPLY  
 CHAIN MANAGEMENT., LTD., LINGLONGFS  
 STORE, NANCHANG DAILI CLOTHING CO., LTD.,  
 OOTDFASHION STORE, QUE LA FAMIL LE  
 STORE, QINGHUA CLOTHING STORE, HULI  
 DISTRICT, XIAMEN CITY, ROMANTIC HOUSE 24  
 STORE, SHANGRAO NIGHT LISTENING  
 TRADING CO., LTD., SHAOXING JINGUO  
 GARMENT&FURNISHINGS CO.,LTD, SHENZHEN  
 CHAOTIAN TRADE CO., LTD., SHENZHEN OTI  
 TEXTILE TECHNOLOGY CO., LTD., SHOP3561002  
 STORE, SHOPINVINCIBLE QUALITY STORE,  
 TIANJIN MAIHE ELECTRONIC COMMERCE CO.,  
 LTD., WOMEN CLOTHES FACTORY STORE, XI  
 'AN AVIATION BASE XIN GANZHEN  
 DEPARTMENT STORE, XIAMEN LINGYAO  
 TECHNOLOGY CO., LTD., XIAMEN XIAOTIAN

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TWILIGHT TECHNOLOGY CO., LTD., XIAMEN  
YIYUANSEN TRADING CO., LTD., YIWU  
PARTYLAND COSTUMES CO., LTD.,  
ZHENGZHOU SHANGZHIJIE TRADING CO., LTD.,  
and ZHENPING COUNTY CANSHU CLOTHING  
STORE,,

*Defendants*



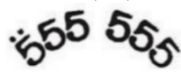



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**GLOSSARY**

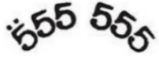
<b><u>Term</u></b>	<b><u>Definition</u></b>	<b><u>Docket Entry No.</u></b>
<b>Plaintiff or King Spider</b>	King Spider LLC	N/A
<b>Original Merchant Defendants</b>	884886 CH Store, 8888888888888888 Store, 9.9 drop shipping Store, ALICEJULY Store, Armycal Store, AT666 Store, Ayrbao Drop Ship Store, Babyoung Clothing 2nd Store, Babyoung Clothing 3th Store, Bang For Buck Store, BAOLIWEN Store, BOBO Handsome Store, Buybuybuy Store, Carl-1 Daniels Store, ChatGPT Best Store, Da Fella Store, Desert Spring, Dongguan Qicheng Garment Co., Ltd., Dongguan Shian Technology Co., Ltd., DOREMIXXX Store, Essentials Dropshipping Store, FAR FOREVER Store, Fashion Young People Store, fashionbestbuy Store, FFOG Store, Foshan Chancheng Youku Shoe Firm, Foshan Peanut Xishi Trading Co., Ltd., GLFS Store, Good Day0205 Store, Guangzhou Yuhaotong Trading Co., Ltd., High Quality Flagship Factory Store, Hip Friend Store, Keep Goving Store, LDCLFY180212 Store, Lisa discount store Store, Luxury Fashion Designer Store, MPstuidos Store, mr-wardrobe Store, OT Men Store, Oversized Streetwear Store, Pang-1983 Store, Premium Custom Luxury Store, Quanzhou Best Supply Chain Management Co., Ltd., Share 819 Store, Shine-sun Store, Shop1102089593 Store, Shop1102193611 Store, Shop1102194552 Store, Shop1102269349 Store, Shop1102438390 Store, Shop1102651876 Store, Shop1102659824 Store, Shop1102685068 Store, Shop1102709057 Store, Shop1102723100 Store, Shop4411017 Store, Shujiexu Store, Streetwear-Sup Store, Teacher911 Store, Well Done Clothing Store, World Hoodies Factory Store, XXDai Store, Ysm171004 Store, Yunyun High-quality Clothing Store, YYDS Store Store and Zhuo Yue Fashion Store	N/A
<b>New Merchant Defendants</b>	After 17 Store, All Too Well Store, Beliefs Store, Dongguan Ramax Fashion Co., Ltd., Dongguan Xingmai Apparel Co., Ltd., Dongguan Xinyi Clothing Co., Ltd., Dongguan Yijia Clothing Co., Ltd., Goddess of luck Store, Guangxi Yulin Bisen Foreign Trade Service Co., Ltd., Guangxi Yulin Huiwangxin Foreign Trade Service Co., Ltd., Guangzhou Baoyue Garment Co., Ltd., Guangzhou Boxu Trading Co., Ltd., Guangzhou Fansheng Trade Co., Ltd., Guangzhou Healy	N/A

	Apparel Co., Ltd., Guangzhou Jiezhao Trading Co., Limited, Guangzhou Luosi International Trading Co., Ltd., Guangzhou Yiqi Information Technology Co., Ltd, Hubei Hui Li Apparel Co., Ltd., Jiangsu Keying Technology Co., Ltd., Jiangxi Yi Lingzhi Clothing Co., Ltd., Jiangxi Yilile Imp.& Exp. Co., Ltd., Jinjiang Chengwen Supply Chain Management., Ltd., LINGLONGFS Store, Nanchang Daili Clothing Co., Ltd., Ootdfashion Store, QUE LA FAMIL LE Store, Qinghua Clothing Store, Huli District, Xiamen City, Romantic House 24 Store, Shangrao Night Listening Trading Co., Ltd., Shaoxing Jinguo Garment&Furnishings Co.,Ltd, Shenzhen Chaotian Trade Co., Ltd., Shenzhen Oti Textile Technology Co., Ltd., Shop3561002 Store, ShopInvincible Quality Store, Tianjin Maihe Electronic Commerce Co., Ltd., Women Clothes Factory Store, Xi 'an Aviation Base Xin Ganzhen Department Store, Xiamen Lingyao Technology Co., Ltd., Xiamen Xiaotian Twilight Technology Co., Ltd., Xiamen Yiyuansen Trading Co., Ltd., Yiwu Partyland Costumes Co., Ltd., Zhengzhou Shangzhijie Trading Co., Ltd., and Zhenping County Canshu Clothing Store	
<b>Defaulting Defendants</b>	Dongguan Xinyi Clothing Co., Ltd., Shangrao Night Listening Trading Co., Ltd., Shaoxing Jinguo Garment&Furnishings Co.,Ltd., Xiamen Xiaotian Twilight Technology Co., Ltd., Xiamen Yiyuansen Trading Co., Ltd., Goddess of luck Store, Armysal Store, BOBO Handsome Store, Buybuybuy Store, Hip Friend Store, Carl-1 Daniels Store, Desert Spring, FAR FOREVER Store, Good Day0205 Store, Shop1102685068, Guangzhou Yuhaotong Trading Co., Ltd., High Quality Flagship Factory Store, Lisa discount store Store, Luxury Fashion Designer Store, Premium Custom Luxury Store, Shop1102089593 Store, Shop1102438390 Store, Shop1102269349 Store and Shop1102709057 Store	N/A
<b>Merchant Defendants</b>	Original Merchant Defendants and New Merchant Defendants	N/A
<b>Alibaba.com Hong Kong</b>	Alibaba.com Hong Kong Ltd.	N/A
<b>Alibaba.com Singapore</b>	Alibaba.com Singapore E-Commerce Pte. Ltd.	N/A
<b>AliExpress E-Commerce</b>	AliExpress E-Commerce One Pte. Ltd.	N/A

<b>Alibaba Defendants</b>	Alibaba.com Hong Kong, Alibaba.com Singapore and AliExpress E-Commerce	
<b>Defendants</b>	Merchant Defendants and Alibaba Defendants	
<b>Alibaba</b>	The Alibaba.com online marketplace platform, which allows manufacturers, wholesalers and other third-party merchants, like Merchant Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York	N/A
<b>AliExpress</b>	The AliExpress.com online marketplace platform, which allows manufacturers, wholesalers and other third-party merchants, like Merchant Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York	N/A
<b>Alibaba Platforms</b>	Alibaba, AliExpress, 1688.com, Taobao.com and Tmall.com	N/A
<b>Sealing Order</b>	Order to Seal File entered on April 25, 2023	1
<b>Complaint</b>	Plaintiff's Complaint filed on April 26, 2023	6
<b>First Amended Complaint</b>	Plaintiff's First Amended Complaint filed on August 30, 2023	35
<b>SAC</b>	Plaintiff's Second Amended Complaint filed on October 20, 2023	74
<b>TAC</b>	Plaintiff's Third Amended Complaint filed on December 11, 2023	92
<b>FAC</b>	Plaintiff's Fourth Amended Complaint filed on September 18, 2024	148
<b>Epstein Drangel</b>	Epstein Drangel LLP, counsel for Plaintiff	N/A
<b>New York Address</b>	244 Madison Ave, Suite 411, New York, NY 10016	N/A
<b>TRO Application</b>	Plaintiff's <i>ex parte</i> Application for: 1) a temporary restraining order; 2) an order restraining Defendants' Merchant Storefronts (as defined <i>infra</i> ) and Defendants' Assets (as defined <i>infra</i> ) with the Financial Institutions (as defined <i>infra</i> ); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service and 5) an order authorizing expedited discovery filed on April 26, 2023	7-9
<b>TRO</b>	The Temporary Restraining Order against the New Merchant Defendants, Third Party Service Providers and Financial Institutions entered by the Court on May 2, 2023	3
<b>Rucker Dec.</b>	Declaration of CB Rucker in Support of Plaintiff's Application	8

<b>Nastasi Dec.</b>	Declaration of Gabriela N. Nastasi in Support of Plaintiff's Application	9
<b>Second TRO Application</b>	Plaintiff's <i>ex parte</i> Application for: 1) a temporary restraining order; 2) an order restraining Defendants' Merchant Storefronts (as defined <i>infra</i> ) and Defendants' Assets (as defined <i>infra</i> ) with the Financial Institutions (as defined <i>infra</i> ); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service and 5) an order authorizing expedited discovery filed on October 9, 2023	53-56
<b>Second TRO</b>	The Temporary Restraining Order against the New Merchant Defendants, Third Party Service Providers and Financial Institutions entered by the Court on November 7, 2023	83
<b>Second Rucker Dec.</b>	Declaration of CB Rucker in Support of Plaintiff's Second TRO Application	56
<b>Second Nastasi Dec.</b>	Declaration of Gabriela N. Nastasi in Support of Plaintiff's Second TRO Application	55
<b>Sp5der Products</b>	A young, successful high-end lifestyle streetwear line founded by American rapper, Young Thug, specializing in men's and women's apparel, accessories, bags and other ready-made goods	N/A
<b>Sp5der Registrations</b>	<p>U.S. Trademark Registration Nos.: 6,512,199 for "SP5DER" for a variety of goods in Class 25; 6,681,320 for "  " for a variety of goods in Class 25; 7,049,772 for "  " for a variety of goods in Class 25; 7,031,211 for "  " for a variety of goods in Class 25; 6,688,472 for "  " for a variety of goods in Class 25; 7,151,224 for "SP5WOM" for a variety of goods in  Class 25; 7,270,084 for "  " for a variety of goods in Class 25; 7,367,336 for "SP5 WORLDWIDE" for a variety of goods in Class 25; and 7,166,293 for "555 555" for a variety of goods in Class 25</p>	N/A
<b>Sp5der Applications</b>	U.S. Application Nos.: 97/141,401 for "555 555" for a variety of goods in Classes 9, 25 and 41; 97/141,377 for "SP5DER" for a variety of goods in Classes 9, 35 and 41; and 97/141,407 for	



	“  ” for a variety of goods in Classes 9 and 41	
<b>Sp5der Marks</b>	The marks covered by the Sp5der Registrations and Sp5der Applications	N/A
<b>Counterfeit Products</b>	Products bearing or used in connection with the Sp5der Marks, and/or products in packaging and/or containing labels bearing the Sp5der Marks, and/or bearing or used in connection with marks that are confusingly similar to the Sp5der Marks and/or products that are identical or confusingly similar to the Sp5der Products	N/A
<b>Infringing Listings</b>	Merchant Defendants’ listings for Counterfeit Products	N/A
<b>User Accounts</b>	Any and all websites and any and all accounts with online marketplace platforms such as Alibaba and/or AliExpress, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
<b>Merchant Storefronts</b>	Any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, display, offer for sale, sell and/or otherwise deal in Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
<b>Defendants’ Assets</b>	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)	N/A
<b>Defendants’ Financial Accounts</b>	Any and all financial accounts associated with or utilized by any Defendants or any of Defendants’ User Accounts or Defendants’ Merchant Storefronts (whether said accounts are located in the U.S. or abroad)	N/A
<b>Financial Institutions</b>	PayPal Inc. (“PayPal”), Payoneer Inc. (“Payoneer”), the Alibaba Group d/b/a Alibaba.com payment services (e.g., Alipay.com Co., Ltd., Ant Financial Services Group) and PingPong Global Solutions, Inc. (“PingPong”)	N/A
<b>Third Party Service Providers</b>	Online marketplace platforms, including, without limitation, Alibaba and/or AliExpress, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all	N/A



	persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise	
<b>Original PI Order</b>	The Preliminary Injunction Order against the Original Merchant Defendants, Third Party Service Providers and Financial Institutions entered by the Court on May 30, 2023	5
<b>Second PI Order</b>	The Preliminary Injunction Order against the Merchant Defendants, Third Party Service Providers and Financial Institutions entered by the Court on December 19, 2023	96
<b>Plaintiff's Motion for Default Judgment</b>	Plaintiff's Motion for Default Judgment and a Permanent Injunction Should Not be Entered Against Defaulting Defendants filed on February 10, 2025	TBD
<b>Nastasi Aff.</b>	Affidavit by Gabriela N. Nastasi in Support of Plaintiff's Motion for Default Judgment	TBD

This matter comes before the Court by motion filed by Plaintiff for the entry of final judgment and permanent injunction by default against Defaulting Defendants for Defaulting Defendants' trademark infringement, trademark counterfeiting, false designation of origin, passing off and unfair competition and related state and common law claims arising out of Defaulting Defendants' unauthorized use of Plaintiff's Spider Marks, without limitation, in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying or offering for sale and/or selling and/or sale of Counterfeit Products.

The Court, having considered the Memorandum of Law and Affidavit of Gabriela N. Nastasi in support of Plaintiff's Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendants, the Certificate of Service of the Summons and Fourth Amended Complaint, the Certificate of the Clerk of the Court stating that no answer has been filed in the instant action, and upon all other pleadings and papers on file in this action, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

**I. Defaulting Defendants' Liability**

- 1) Judgment is granted in favor of Plaintiff for the First and Second Causes of Action pleaded against Defaulting Defendants in the Fourth Amended Complaint; the Third, Fourth and Fifth Causes of Action are dismissed against Defaulting Defendants without prejudice;

**II. Damages Awards**

- 1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that because it would serve both the compensatory and punitive purposes of the Lanham Act's prohibitions on willful infringement, and because Plaintiff has sufficiently set forth the basis for the statutory damages award requested in its Motion for Default Judgment, the Court finds such an award to be reasonable and Plaintiff is awarded Seventy Five Thousand U.S. Dollars (\$75,000.000) in statutory damages against the following twenty-four (24) Defaulting Defendants: Dongguan

Xinyi Clothing Co., Ltd., Shangrao Night Listening Trading Co., Ltd., Shaoxing Jinguo Garment&Furnishings Co.,Ltd., Xiamen Xiaotian Twilight Technology Co., Ltd., Xiamen Yiyuansen Trading Co., Ltd., Goddess of luck Store, Armycal Store, BOBO Handsome Store, Buybuybuy Store, Hip Friend Store, Carl-1 Daniels Store, Desert Spring, FAR FOREVER Store, Good Day0205 Store, Shop1102685068, Guangzhou Yuhaotong Trading Co., Ltd., High Quality Flagship Factory Store, Lisa discount store Store, Luxury Fashion Designer Store, Premium Custom Luxury Store, Shop1102089593 Store, Shop1102438390 Store, Shop1102269349 Store and Shop1102709057 Store pursuant to 15 U.S.C. § 1117(c) of the Lanham Act, plus post-judgment interest.

### **III. Permanent Injunction**

- 1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Defaulting Defendants, their respective officers, agents, servants, employees and all persons acting in concert with or under the direction of Defaulting Defendants (regardless of whether located in the United States or abroad), who receive actual notice of this Order are permanently enjoined and restrained from:
  - A. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products or any other products bearing the Sp5der Marks and/or marks that are confusingly similar to, identical to and constitute a counterfeiting and/or infringement of the Sp5der Marks;
  - B. directly or indirectly infringing in any manner Plaintiff's Sp5der Marks;
  - C. using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's Sp5der Marks to identify any goods or services not authorized by Plaintiff;

- D. using Plaintiff's Sp5der Marks and/or any other marks that are confusingly similar to the Sp5der Marks on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
- E. using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants and Defaulting Defendants' commercial activities and Plaintiff
- F. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to their User Accounts, Merchant Storefronts or Defaulting Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products; and
- G. effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other means of importation exportation, advertising, marketing, promotion, distribution, displaying, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order.

- 2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defaulting Defendants must deliver up for destruction to Plaintiff any and all Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defaulting Defendants that infringe Plaintiff's Sp5der Marks or bear any marks that are confusingly similar to the Sp5der Marks pursuant to 15 U.S.C. § 1118.
- 3) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defaulting Defendants and all persons in active concert and participation with them who receive actual notice of this Order, including the Third Party Service Providers and Financial Institutions who satisfy those requirements and are identified in this Order, are permanently enjoined and restrained from:
  - A. secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying Defaulting Defendants' Assets from or to Defaulting Defendants' Financial Accounts.
- 4) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defaulting Defendants and all persons in active concert and participation with them who receive actual notice of this Order, including Third Party Service Providers who satisfy those requirements and are identified in this order are permanently enjoined and restrained from:
  - A. instructing, aiding or abetting Defaulting Defendants and/or any other person or business entity in engaging in any of the activities referred to in subparagraphs III(1)(A) through III(1)(G) and III(3)(A) above.

#### **IV. Dissolution of Rule 62(a) Stay**

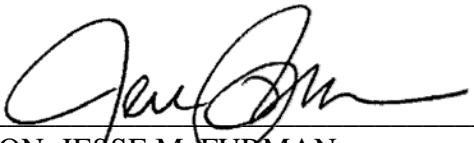
- 1) IT IS FURTHER ORDERED, as sufficient cause has been shown, the 30 day automatic stay on enforcing Plaintiff's judgment, pursuant to Fed. R. Civ. Pro. 62(a) is hereby dissolved.

**V. Miscellaneous Relief**

- 1) Defaulting Defendants may, upon proper showing and two (2) business days written notice to the Court and Plaintiff's counsel, appear and move for dissolution or modification of the provisions of this Order;
- 2) Any failure by Defaulting Defendants to comply with the terms of this Order shall be deemed contempt of Court, subjecting Defaulting Defendants to contempt remedies to be determined by the Court, including fines and seizure of property; and
- 3) This Court shall retain jurisdiction over this matter and the parties in order to construe and enforce this Order.

**SO ORDERED.**

SIGNED this 28th day of March, 2025.

  
\_\_\_\_\_  
HON. JESSE M. FURMAN  
UNITED STATES DISTRICT JUDGE

Because the Court "expressly determines that there is no just reason for delay," Fed. R. Civ. P. 54(b); *see Grand River Enterprises Six Nations, Ltd. v. Pryor*, 425 F.3d 158, 164-65 (2d Cir. 2005), the Clerk of Court is directed to enter judgment against the Defaulting Defendants, terminate them as parties in the case, and terminate ECF No. 212.